to call another physician who had attended her, the plaintiff objected to all questions concerning their professional relationship on the ground that it was privileged by statute. N. Y. C. C. P. sec. 834, C. P. A. sec. 352. *Held,* that the evidence was admissible. *Hethier v. Johns* (1922) 233 N. Y. 370, 135 N. E. 603.

In New York a patient is privileged by statute to exclude the evidence of any physician who has served in a professional capacity. Ignoring the fact that the plaintiff here introduced a physician's testimony, the instant case proceeds on the broad basis that the personal testimony of a patient is of itself sufficient to waive the privilege conferred by the statute. While this view has been urged by text writers, courts have until now conceded it only in cases of malpractice. 4 Wigmore, *Evidence* (1905) sec. 2389; *Capron v. Douglass* (1908) 193 N. Y. 11, 85 N. E. 827. In the ordinary injury cases the authorities are almost unanimously *contra. Fox v. Union Turnpike Co.* (1901, N. Y.) 59 App. Div. 363; *Green v. Nebagamain* (1902) 113 Wis. 508, 89 N. W. 520. It is to be hoped that this decision anticipates the rejection of a rather illogical rule. For discussions of the instant case in the lower court, see COMMENTS (1922) 7 CORN. L. QUART. 377; COMMENTS (1922) 31 YALE LAW JOURNAL, 529.

INSURANCE—DOUBLE INDEMNITY ACCIDENT CLAUSE—ENGAGEMENT IN MILITARY SERVICE IN TIME OF WAR.—An insurance policy contained a clause granting double indemnity in event of the insured's death through external, violent, and accidental means, excepting death as a result of military or naval service in time of war. The insured, an enlisted man in the United States Army, was accidentally killed while riding on a troop train in this country on June 27, 1919, the United States still being in a technical state of war with Germany. *Held,* that the plaintiff could not recover the added indemnity. *Mutual Life Ins. Co. v. Johnson* (1922, Ga.) 110 S. E. 910.

Forfeiture clauses of this type have been construed by the courts in at least seventeen cases since the war. In most instances it has been held that the fact that the insured was a member of the armed forces of the United States at the time of his death was sufficient to bar a recovery. *Bradshaw v. Farmers' and Bankers' Ins. Co.* (1920) 107 Kan. 681, 193 Pac. 332; *McQueen v. Sovereign Camp W. O. W.* (1921, S. C.) 106 S. E. 32; *Field v. Life Ins. Co.* (1921, Tex. *Civ. App.*) 227 S. W. 530; *Nowlan v. Guardian Life Ins. Co.* (1921) 88 W. Va. 563, 107 S. E. 177; *Mattox v. New England Mut. Life Ins. Co.* (1920, Ga. App.) 103 S. E. 180; *Slaughter v. Protective League Ins. Co.* (1920) 205 Mo. App. 352, 223 S. W. 819; *Reid v. Am. Nat. Assur. Co.* (1920) 204 Mo. App. 643, 218 S. W. 957; *Miller v. Ill. Bank Life Ass. Co.* (1919) 138 Ark. 422, 212 S. W. 310. In direct conflict with this construction, other courts have held that connection with actual combat was necessary. *Myli v. Am. Life Ins. Co.* (1919, N. D.) 175 N. W. 631; *Redd v. Am. Life Ins. Co.* (1919) 200 Mo. App. 383, 207 S. W. 74; *Malone v. State Ins. Co.* (1919) 202 Mo. App. 499, 213 S. W. 877; *Nutt v. Security Life Ins. Co.* (1920) 142 Ark. 29, 218 S. W. 675; *Benham Adm. v. Am. Cent. Life Ins. Co.* (1919) 140 Ark. 612, 217 S. W. 462; *Kelly v. Fidelity Mut. Life Ins. Co.* (1919) 169 Wis. 274, 172 N. W. 152; *Boatwright v. Am. Life Ins. Co.* (1920, Iowa) 180 N. W. 321; *Long v. Jos. Ins. Co.* (1920, Mo.) 225 S. W. 106.